



AGENDA – Engineering and Construction Committee

Thursday, March 20, 2025 6:00 PM

Committee Members

J. Fennell, Chair
D. Bouckaert
D. Novotny
F. Saverino
J. Zay

- I. Roll Call
- II. Approval of the January 16, 2025, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the January 16, 2025, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-20-25:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (**WAO No. 031-Benchmark Construction Co. Inc. – \$18,096.48**)
- V. **Resolution R-21-25:** A Resolution Authorizing the General Manager to Purchase Pipeline Cathodic Protection Rectifiers (**Mesa Products – Not-to-Exceed \$35,731.00**)
- VI. **Resolution R-22-25:** A Resolution Approving the Purchase and Installation of Additional Access Controls (**Schneider Electric - \$66,216.00**)
- VII. **Resolution R-24-25:** A Resolution Approving and Ratifying an Engineering Contract with Haeger Engineering (**\$9,835.00**)

RECOMMENDED MOTION: To recommend approval of Items 2 through 5 of the Engineering and Construction Committee Report section of the Commission meeting agenda.

- VIII. Other Business
- IX. Adjournment

**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

DuPage Water Commission
600 E. Butterfield Road, Elmhurst, Illinois

January 16, 2025

Chairman Fennell called the meeting to order at 6:00 P.M.

Committee members in attendance: D. Bouckaert, J. Fennell, D. Novotny and J. Zay

Committee members absent: F. Saverino

Also in attendance: D. Cuvalo, J. Loster and M. Weed

Commissioner Bouckaert moved to approve the Minutes of the November 21, 2024, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

Engineering Manager Loster provided a report of the ongoing Operations and Maintenance activities as listed in the Report of Status of Operations and Board Action Items and provided a report on the Status of Capital Construction, Capital Engineering and other Improvement Projects.

Engineering Manager Loster advised the Committee of recent and ongoing maintenance items including the rebuilding of the reservoir influent and effluent surge relief valves in December as well as High Lift Pump No. 3 recently experiencing start-up issues. Additionally, he indicated that planning for the High Lift Pump Isolation Valve Replacement Project is underway, with the work planned for early February. Regarding R-6-25, Engineering Manager Loster indicated that the resolution would allow the General Manager to purchase material and services from WEG Electric Machinery as needed, in order to maintain the high lift pump motors, at a cost not to exceed \$100,000.

Engineering Manager Loster also updated the Committee regarding the City of Chicago's transition from a blended phosphate treatment to an orthophosphate treatment. He indicated that Staff continues to share information with customer communities and monitor specified water quality parameters to ensure there are no issues with the water that the Commission is pumping out. He also noted that the transition is expected to continue through late spring.

Regarding the ongoing discussions with the City of Chicago regarding Lexington, Engineering Manager Loster advised the Committee that there are no substantive updates to share. He stated that staff continues to await progress updates from the City regarding the SCADA View Node, which remains in a state of failure, as well as the vibration analysis equipment which continues to require replacement.

With respect to the Alternate Water Source Project, Engineering Manager Loster noted that staff will be reaching out to the Village of Northbrook in the near future to discuss permitting for some planned tree clearing and debris removal on the site. He stated that the work is planned for the middle of winter once the ground is substantially frozen, in order to minimize impacts to the site.

Engineering Manager Loster noted that Pipeline and Remote Facilities Staff continue to inspect and maintain remote facilities and are currently working with DeLasCasas to perform testing and maintenance at designated feeder main and meter station locations.

Regarding R-9-25, Engineering Manager Loster advised the Committee that this action appears on the agenda to approve Work Authorization Order No. 30 to QR contractor Rossi Contractors to address maintenance work that is needed at various locations throughout the Commission's distribution network in the amount of \$123,000, which includes a 10% contingency.

Engineering Manager Loster also noted that the work identified in resolution R-10-25, also with Rossi Contractors, is necessary to establish existing site conditions in preparation for future efforts related to cathodic protection improvements. He stated that the contract is in the amount of \$91,200, which includes a 20% contingency, noting that the increased contingency is due to a higher risk of potential field changes needed, only to be utilized as deemed necessary by Staff.

Regarding R-12-25, Engineering Manager Loster advised the Committee that this action appears on the agenda to authorize the General Manager to purchase custom manhole frames and lids in the amount of \$48,867, in order to replenish the Commission's stockpile which is used to replace broken or aging frames and lids as opportunities arise.

Engineering Manager Loster reported on the progress of the SCADA Replacement Project, stating that the work continues to progress with all campus control panels having been replaced and current efforts currently focused on the factory acceptance testing for remote telemetry units at meter station locations. He also noted that inspection and maintenance of all remote site antenna systems is currently underway and that Staff has also completed upgrades to the access control security system at the pump station facility.

Regarding R-4-25, Engineering Manager Loster advised the Committee that this action appears on the agenda to approve the purchase and installation of ten additional security cameras from Schneider Electric to address gaps in current coverage of the pump station campus. He indicated that the cost of the project is \$128,000.

Moving on to engineering and capital improvement work, Engineering Manager Loster stated that the ongoing cathodic protection project on the TW-2 pipeline has been closed out for the year. Additionally, he noted that of the eight sites completed, a small portion of work remained at one site due to permitting issues which will be resolved over the winter and the remaining work completed in spring. He also advised that staff continue to work with AECOM on the design of a joint metering and pressure adjusting station for the Village of Lombard's fifth connection point which will likely to be completed in spring, with construction to follow at Lombard's discretion.

Regarding the WaterLink Project, Engineering Manager Loster stated that the phase II effort continues and is just over 60% complete with nearly all field work having been finalized, save for a few locations at the delivery sites. He advised the Committee that plans have been developed to the 90% stage with permit submittals scheduled over the next few weeks. Engineering Manager Loster also shared that the corrosion control study continues to progress and is nearing the point that will mark the change from the acclimation phase to the transition phase, wherein water from Chicago will be circulated through the harvested piping to simulate the conditions when the WaterLink Project is completed. He noted that the overall study is anticipated to continue through November of this year.

With regard to property acquisition on the WaterLink Project, Engineering Manager Loster stated that associated efforts have begun and noted that there will likely be a total of 100-150 easements needed on the project. He stated that Staff plans to bring the action items to the Board in batches starting in February or March and will need to do so in two phases, the first of which will seek general authority to negotiate and the second will be to authorize approval to make the designated offer.

Regarding R-11-25, Engineering Manager Loster advised the Committee that this action appears on the agenda to approve a contract with Burns & McDonnell to provide construction engineering services on the Book Road bid package as well as to complete the initiation phase of the Program Manager role on the WaterLink Project. He noted that additional 12-month duration contracts would be brought forward for additional approval to more specifically identify the needs within the Program Manager role and that those components currently on the agenda are in the amount of \$3,613,698.

Regarding R-13-25, Engineering Manager Loster indicated that this action appears on the agenda to authorize the General Manager to purchase three valves to accommodate the WaterLink connection to the existing Commission distribution network. He stated that the connection needs to be made during a low-flow time of year and, due to excessive lead time, Staff believes it prudent to obtain the valves prior to awarding the construction contract in order to ensure that the valves are on hand to accommodate the ideal connection schedule. Engineering Manager Loster noted that the cost for these three valves is \$176,126.

With regard to resolution R-7-25, Engineering Manager Loster advised the Committee that this action appears on the agenda to approve a contract with Classen, White and Associates to perform survey work at 13 meter station locations in order to supplement the Commission's hydraulic model where pipeline elevations were noted to have been inaccurate. He stated that this work would entail the establishment of benchmarks at these locations, tied to the appropriate datums, and the re-surveying of associated pipeline elevations for inclusion in the hydraulic model at a cost of \$34,019.

Chairman Fennell inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Bouckaert moved to recommend approval of items 2 through 9 of the Engineering and Construction Committee portion of the Commission Agenda (Items IV through XI on the Engineering and Construction Committee Agenda). Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

Commissioner Fennell asked the Committee if any other business or other items to be discussed. Hearing none, and with no other items coming before the Committee, Commissioner Bouckaert moved to adjourn the meeting at 6:20 P.M. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.



MEMORANDUM

To: Paul May – General Manager

From: Chris Bostick – Manager of Water Operations
Jeff Loster – Manager of Engineering

Mike Weed – Operations & Instrumentation Supervisor
Dariusz Panaszek – Pipeline & Remote Facilities Supervisor
Denis Cuvalo – Systems Engineer and Information Technology Supervisor

Date: 3/13/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for February 2025 were a total of 1.91 billion gallons. This represents an average daily demand of 68.2 million gallons per day (MGD), which is higher than the February 2024 average day demand of 66.9 MGD. The maximum day demand was 72.6 MGD, recorded on February 17, 2025, which is higher than the February 2024 maximum day demand of 71.0 MGD. The minimum day flow was 64.7 MGD.

The recorded total precipitation for February 2025 was 1.70 inches compared to .65 inches for February 2024. The level of Lake Michigan for February 2025 is 577.82 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.77 (Feet IGLD 1985) for February 2024.

DuPage Operations & Instrumentation Maintenance and Construction Overview

High Lift Pump Motor No. 3 was repaired at the motor repair shop and reinstalled on March 12th. Electrical terminations and cooling water lines are scheduled for the week of March 17th.

The High Lift Pump No. 9 Pump Control Cone Valve is scheduled for removal and rebuild, and a newly purchased cone valve will be inserted in its place. Once the rebuilt cone valve is returned, it will be inserted into the discharge of a High Lift Pump to be determined, and the removed valve will be rebuilt. This process will continue until each of the High Lift Pumps have a new or refurbished valve in place.

The Generator Facilities Medium Voltage Switchgear batteries were replaced due to reaching the end of their useful life.

The annual backflow prevention devices were inspected and recertified within the DuPage Pump Station.

City of Chicago Water Treatment Modifications

The City of Chicago's transition from their current blended phosphate to phosphoric acid is ongoing to optimize the control of lead and copper release through household plumbing. Staff continue to share updated information with all DWC customers as it is received from the City.

DWC staff continues monitoring certain water quality parameters to follow the progress during the City's transition of the treatment technique. The expanded monitoring program will continue through late spring 2025.

Lexington Operations and Maintenance Overview

No Change: Investigations continue, and additional proposals are being sought for the installation of vibration analysis instrumentation; proposals will be brought forth for Board consideration in the future.

No Change: Chicago DWM reports that they will continue to troubleshoot their SCADA system deficiencies to identify the root cause of the ongoing issues.

Alternate Water Source

Seasonal site maintenance activities are set to resume in April. Staff will continue to engage the Village of Northbrook regarding tree removal permitting as necessary and contractors to perform tree removal and site cleanup of fly-dumped materials.

Pipeline & Remote Facilities Maintenance Overview

Pipeline and Remote Facilities staff continue to inspect Remote Facilities and perform preventative maintenance and corrective work as needed.

Pipeline staff are performing an annual valve exercising program.

Pipeline staff and DeLasCasas CP, LLC are performing testing, evaluation, and maintenance on the galvanic cathodic protection systems on selected transmission mains and meter station piping.

Resolution R-20-25 appears on the agenda to approve Work Authorization Order No. 031 to Quick Response Contractor, Benchmark Construction Co. Inc. The work is necessary to modify the Storm Water Detention Tank drainage in the event of excess inflows.

Resolution R-21-25 appears on the agenda to authorize the General Manager to purchase custom rectifiers from MESA Products. Rectifier replacements are necessary for continual impressed current cathodic protection systems.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement has been completed with final site acceptance testing and open items work being completed. The Factory Acceptance Test (FAT) for the remote site control panels, including Lexington, Tank Sites, Meters Stations, and ROVs has been completed. Commission and Concentric

staff have started communication stress testing in the field and will begin replacing RTU panels at the remote sites starting at the end of March. Preparation for remote site RTU replacement is underway with electrical upgrades to the Meter Stations started to lead ahead of the SCADA work. The inspection and maintenance of all remote site antenna systems is underway and roughly 80% complete and is scheduled to resume at the end of March. Replacement of the fiber network for the DWC campus is anticipated to begin this Spring following the completion of all control and network upgrades with the addition of a new duct bank to complete a ring topology for the new fiber network.

Resolution R-22-25 appears on the agenda to request approval for the purchase and installation of additional access controls around the campus following recommendations by the Elmhurst Fire Department during an annual campus walk-through.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection point remains ongoing. Design is scheduled to be completed in early spring, 2025.

A kick-off meeting with Burns and McDonnell (BMCD) was recently held to discuss the intended approach in developing an updated hydraulic model for the Commission.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 74% complete. Permit submittals continue to be made for the entire project area, with the Book Road bid package submittals taking priority. Coordination with these permitting agencies and the WaterLink Communities will remain ongoing throughout the permit review duration, which is anticipated to last through the summer.

The acclimation phase of the corrosion control treatment study, performed by the Cornwell Engineering Group, is now complete. Water from the Jardine Water Purification Plant is now being circulated through the harvested pipes in an effort to simulate the final project conditions so that the corresponding impacts can be studied. This study is required by the IEPA and is expected to be completed by November 2025, though preliminary results indicate that it could be completed much earlier.

Additional efforts related to property (easement) acquisition are also underway, with the real estate appraisal process having recently begun. Impacted properties have been prioritized based on the anticipated sequence of construction, with the first group of property owners having been contacted in late February. It is anticipated that Board action items related to easement acquisition will likely be brought forward for Board consideration over the next several months, starting in April. Two actions will need to be approved by the Board for each property. The first to authorize the project team to initiate the negotiation process with the property owner and the second to authorize the project team to make an identified offer for the easement, based on the appraised value of the land.

Numerous workshops related to the Phase III effort with Burns & McDonnell (BMCD) have also been held in recent weeks, with many more scheduled throughout the remainder of the Program Management "Initiation Phase". These efforts will continue to help establish parameters for

components such as project communications, program management workflows, and remaining phase III engineering assignments.

A contractor outreach event is scheduled for March 17th to promote the WaterLink Project and solicit feedback from the contractor community.

Board Action Items

Resolution R-20-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 **(WAO No. 031-Benchmark Construction Co. Inc. – \$18,096.48)**

Resolution R-21-25: A Resolution Authorizing the General Manager to Purchase Pipeline Cathodic Protection Rectifiers **(Mesa Products – Not-to-Exceed \$35,731.00)**

Resolution R-22-25: A Resolution Approving the Purchase and Installation of Additional Access Controls **(Schneider Electric - \$66,216.00)**

Resolution R-24-25: A Resolution Approving and Ratifying an Engineering Contract with Haeger Engineering **(\$9,835.00)**

Attachments

1. DuPage Laboratory Bench Sheets for February 2025
2. Water Sales Analysis 01-May-2020 to 28-February-2025
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation
5. WaterLink Status Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 28-Feb-25

PER DAY AVERAGE 77,832,218

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,536.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	\$10,448,070.12	\$9,001,956.60	517,416	0.03%	97.64%	\$5.58	\$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	\$11,176,879.50	\$9,639,162.00	465,013	0.02%	97.54%	\$5.58	\$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	\$11,633,167.26	\$10,053,482.40	295,500	0.01%	97.33%	\$5.58	\$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
TOTALS (1)	933,363,958,798	960,152,157,458	97.21%	\$2,414,796,386.34	\$2,129,570,415.35	887,795,495	0.09%	97.30%	\$2.59	\$2.218

- (1) - SINCE MAY 1, 1992
- (2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE
- (3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Feb-24	23,002,376,000	23,622,433,441	97.38%	123,982,807	106,670,984				\$5.39	\$4.516
Feb-25	22,852,220,000	23,403,117,811	97.65%	127,515,388	109,471,818				\$5.58	\$4.678
	(150,156,000)	(219,315,630)		\$3,532,581	\$2,800,834					
	-0.7%	-0.9%		2.8%	2.6%					
Month										
Feb-24	1,868,175,000	1,916,869,806	97.46%	10,069,463	8,700,672				\$5.39	\$4.539
Feb-25	1,882,269,000	1,935,765,374	97.24%	10,503,061	9,084,547				\$5.58	\$4.693
	14,094,000	18,895,568		\$433,598	\$383,875					
	0.8%	1.0%		4.3%	4.4%					
Feb>Jan	(202,528,000)	(206,463,989)		(1,130,106)	(968,936)					

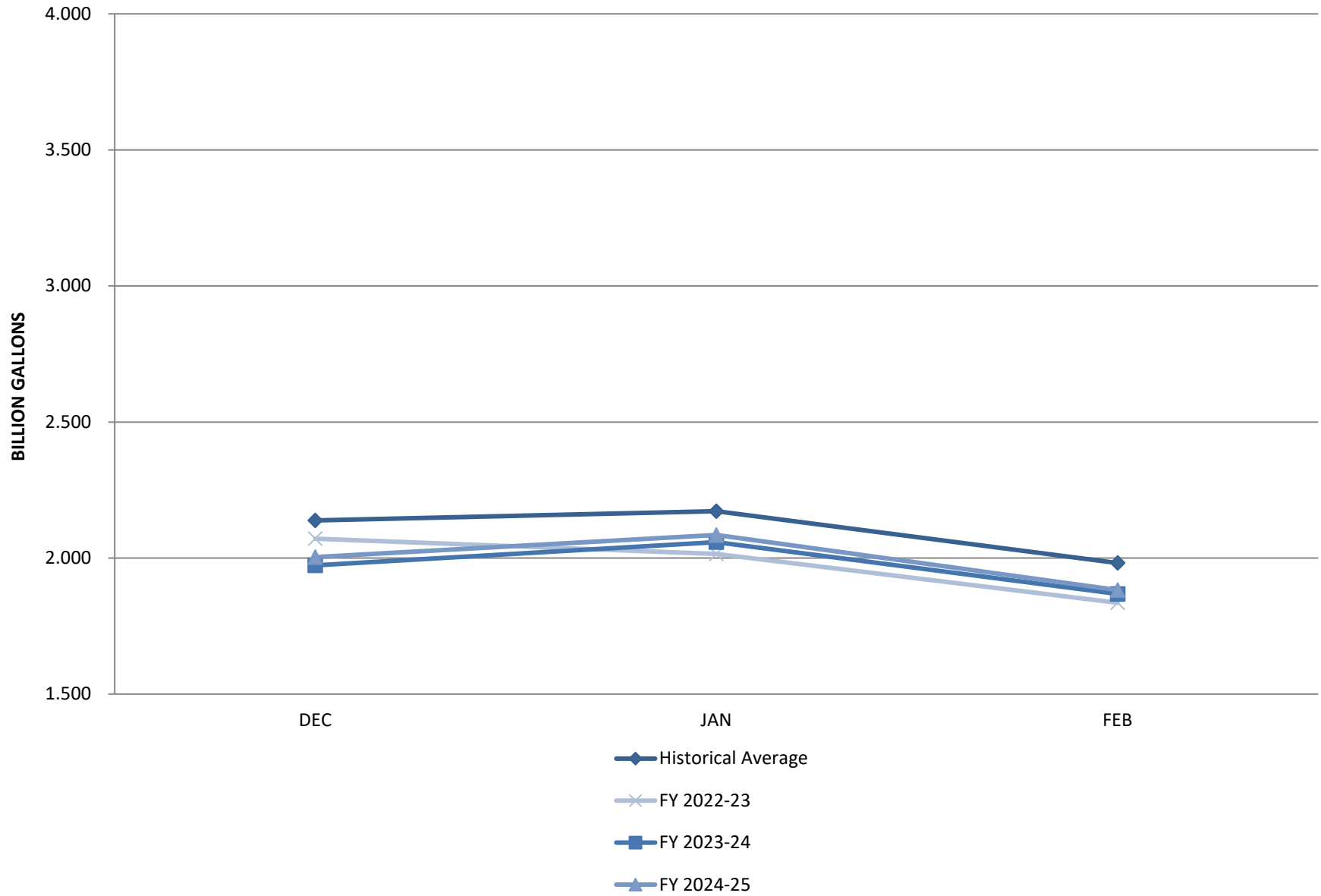
DUPAGE WATER COMMISSION
 PWS FACILITY ID# - IL435400
 MONTHLY OPERATIONS REPORT
 DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
 FEBRUARY 2025

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.33	0.09	1.29	1.44	0.09	50	7.1	0.8	1.34	0	JS
2	1.31	0.10	1.31	1.39	0.09	49	7.1	0.8	1.37	0	JS
3	1.35	0.08	1.27	1.28	0.09	50	7.0	0.7	1.29	0	AM
4	1.32	0.07	1.42	1.27	0.10	48	7.1	0.7	1.38	0	JS
5	1.43	0.09	1.45	1.40	0.09	47	7.0	0.8	1.24	0	JS
6	1.38	0.06	1.28	1.37	0.09	48	7.1	0.7	1.44	0	JS
7	1.41	0.06	1.40	1.40	0.10	47	7.0	0.7	1.32	0	JS
8	1.39	0.07	1.41	1.38	0.09	47	7.0	0.8	1.35	0	KD
9	1.46	0.08	1.21	1.20	0.14	49	7.0	0.8	1.35	0	KD
10	1.42	0.07	1.26	1.43	0.09	48	7.0	0.6	1.31	0	JS
11	1.41	0.08	1.54	1.29	0.09	49	7.0	0.6	1.37	0	JS
12	1.52	0.05	1.31	1.25	0.90	47	7.0	0.6	1.49	0	KD
13	1.49	0.07	1.35	1.12	0.52	48	7.1	0.6	1.31	0	KD
14	1.41	0.06	1.35	1.41	0.14	41	7.0	0.7	1.36	0	KD
15	1.43	0.05	1.31	1.35	0.09	40	7.2	0.6	1.22	0	RC
16	1.44	0.05	1.56	1.09	0.16	47	7.2	0.6	1.31	0	RC
17	1.39	0.05	1.56	1.09	0.14	45	7.2	0.5	1.53	0	KD
18	1.36	0.05	1.43	1.05	0.14	45	7.1	0.6	1.49	0	KD
19	1.42	0.05	1.46	1.23	0.11	44	7.1	0.6	1.60	0	RC
20	1.42	0.05	1.47	1.38	0.07	42	7.1	0.6	1.46	0	RC
21	1.38	0.06	1.49	1.22	0.10	47	7.1	0.5	1.52	0	RC
22	1.43	0.06	1.57	1.28	0.08	46	7.1	0.5	1.52	0	KD
23	1.42	0.06	1.35	1.10	0.12	49	7.0	0.5	1.48	0	KD
24	1.27	0.06	1.43	1.30	0.12	50	7.1	0.6	1.48	0	RC
25	1.26	0.07	1.46	1.21	0.07	41	7.1	0.6	1.36	0	RC
26	1.27	0.07	1.33	1.07	0.10	47	7.1	0.5	1.40	0	KD
27	1.41	0.08	1.50	1.19	0.08	50	7.0	0.5	1.35	0	KD
28	1.37	0.05	1.36	1.18	0.11	47	7.0	0.6	1.48	0	KD
29											
30											
31											

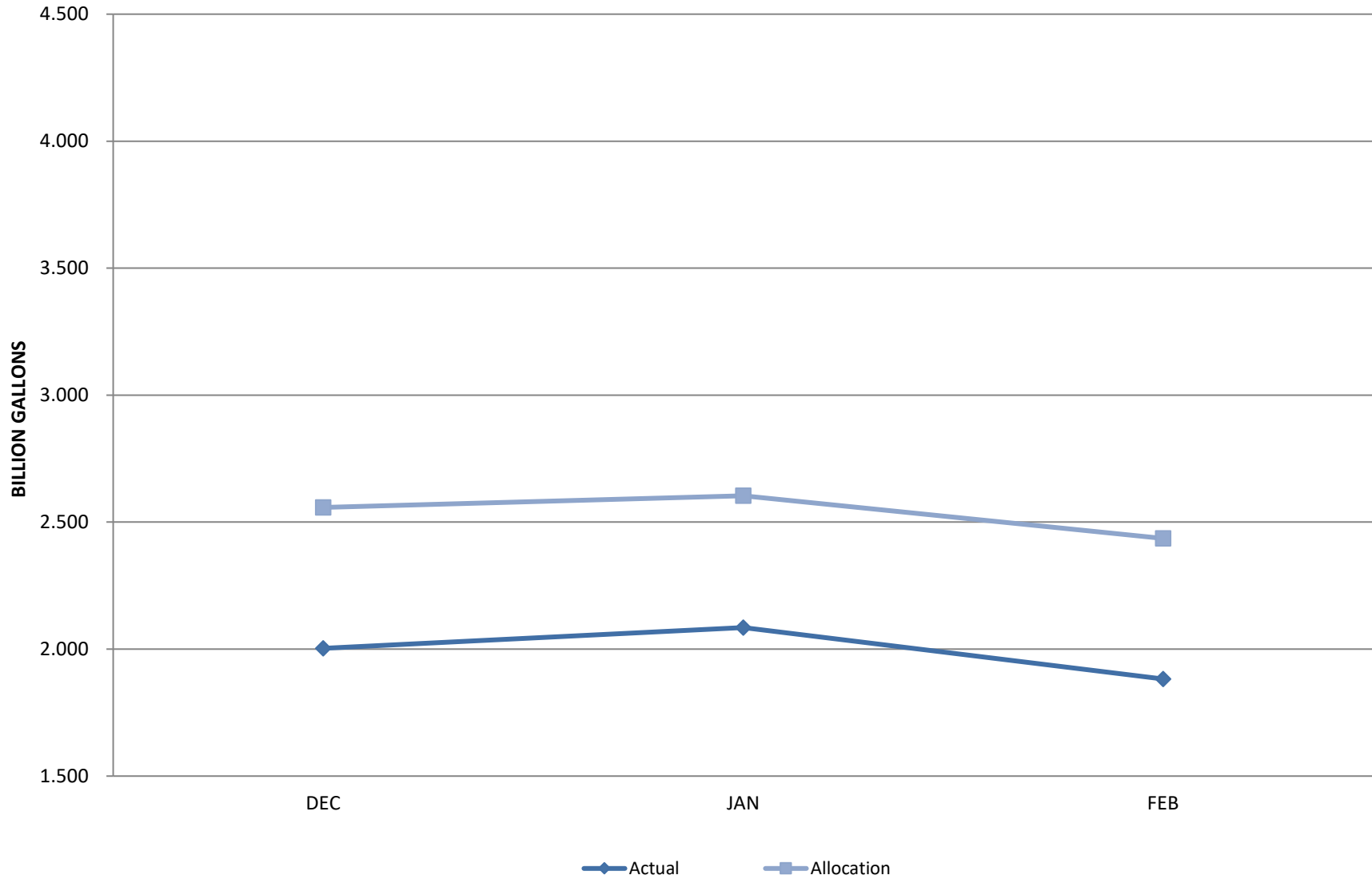
AVG.	1.39	0.07	1.40	1.26	0.15	47	7.1	0.6	1.40	0
MAX.	1.52	0.10	1.57	1.44	0.90	50	7.2	0.8	1.60	0
MIN.	1.26	0.05	1.21	1.05	0.07	40	7.0	0.5	1.22	0

 3/5/25
 Mike Weed, Operations Supervisor Date
 Illinois ROINC # 186860234

DU PAGE WATER COMMISSION SALES FY 2024-25, 2023-24 & 2022-23 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2024-25 VS. ALLOCATION





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: March 10, 2025

MEETING DATE: March 20, 2025

I. Progress through March 10, 2025

A. Field data collection and surveying.

1. Supplemental topography completed along Hill Rd to accommodate revised Montgomery #1 Delivery site configuration, Additional topographic survey underway at proposed chlorination building / future pump station site is complete.
2. Final cadastral surveying work complete.
 - a) All 13 additional sections authorized in Phase 1 complete. Site surveying for 3 of the 7 delivery sites has been completed, with remainder coming from WaterLink municipal engineers.
 - b) Site topo at Oswego East HS began Aug 6 and is complete. High school engineer provided existing utility map at site.
 - c) Existing structure rim/invert data collection 100% complete. Total of approximately 1,094 structures located with rim/inverts surveyed.
3. Processing of collected Aerial LIDAR data is complete.
 - a) 100% of original scope complete. Overall width of data processing increased to facilitate design drawing set-up and minimize future re-work. Increased width processing complete.
 - b) SAM delivered additional processed data along Wolf's Crossing Rd and Douglas Rd for modified FW1 Segment 1 & 2 route to REL on August 26th.
 - c) Due to ComEd alignment changes west of Ogden Falls Blvd., additional topo processing was completed by SAM LLC. Processed data was received last week.
4. Subsurface Utility Locates
 - a) SUE field activities completed in mid-December.
5. Utility Potholing Locates
 - a) Over 440 potholes completed along ComEd corridors and are now 100% complete.





MONTHLY STATUS REPORT

6. Geotechnical
 - a) Total of 185 borings (90%) completed to date in Phase 2 through January 31. S2 geotechnical report delivered last week; borings logs and report for S3 expected in next two weeks.
7. Cathodic Protection
 - a) Soil resistivity testing along project routes complete for cathodic protection design.
 - b) Draft final report provided for TW-6 S1, remaining report(s) in progress.
- B. Data Collection (as-builts, GIS, design drawings).
 1. WaterLink Delivery Point proposed site layouts.
 2. Design team has set initial priority parcels to move to the plat preparation stage.
- C. Ongoing Coordination with ComEd.
 1. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 2. Subsequent ComEd design reviews and coordination will be performed during Phase II design as part of legal and appraisal process.
- D. Land Acquisition
 1. 222 of 232 Titles Received
 2. 160 total parcels for easement preparation
 3. Easement legal descriptions & exhibits
 - a) 108 total prepared to date (50%)
 4. Intro letter to property owners developed and finalized, sent to first 32 properties in mid-February. Appraisals begin in earnest this month. Verified that WIFIA will accept IDOT format rather than Yellow Book, which is favorable to the overall project schedule.
- E. Contract TW-6 Section 1 (Book Rd) in progress.
 1. Water transmission main plan and profile design ongoing.
 2. Proposed connection design at Book Road & 75th Street. Comments received 2/10/25 from DuPage DOT are under review – likely to meet with them again to clarify multiple updates since Aug '23 meeting.
 3. Remote operated valves to be placed along existing 48-inch transmission main.
 4. Roadway plans and traffic control plans have been prepared.
 5. In-field route review for valve locations completed to confirm actual conditions.





MONTHLY STATUS REPORT

6. 90% Submittal Drawings submitted to DWC 12/13/24.
 7. IEPA construction permit application submitted 1/3/25.
 - a) Permit received dated 2/28/2025.
 - b) Subsequent sampling plan submitted to amend the requirement for sampling every 1,200 feet.
 8. Permit applications with USACE, IDNR, DuPage County Stormwater, City of Naperville, and Wheatland Township submitted.
 - a) Comments received from City of Naperville. Comment responses and revised drawings will be sent back to the City.
 9. Design changes to address 90% comments are underway, including depth of cover and structure modifications.
- F. Contract TW-6 Section 2 & 3 in progress.
1. Water transmission main plan and profile design ongoing.
 2. Alignment revision into Aurora 95th Street ROW was reviewed with the City and will not be pursued. 90% design will remain in ComEd ROW.
 3. Realignment on 248th Avenue to accommodate two-way traffic during construction is complete.
 4. In-field route review for valve locations completed to confirm actual conditions.
 5. Tunnel locations reviewed based on DWC comments – one tunnel removed and one tunnel shortened on TW-6 Section 2.
 6. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 7. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
 - a) IDOT District 1 plan review applications have been submitted.
- G. Contract FW-1 Section 1 & 2 in progress.
1. Water transmission main plan and profile design ongoing.
 2. 90% Submittal Drawings submitted to DWC 12/13/24. Detailed comments received 2/3/25 from Kendall County Hwy. Dept. are under review and will be addressed.
- H. Contract FW-1 Section 3 in progress.
1. Water transmission main plan and profile design ongoing.
 2. 90% Submittal Drawings Submitted to DWC 12/22/24.
 3. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.





MONTHLY STATUS REPORT

4. Permit application to IDOT District 3 will request several variances with regards to pipe alignment proximity to ROW line and drainage ditches. Permit application has been submitted.

I. Contract FW-1 Section 4 in progress.

1. Water transmission main plan and profile design ongoing.

2. 90% Submittal Drawings submitted to DWC 12/13/24.

J. Contract MS-22 Meter Stations in progress.

1. Meter station piping and building layouts ongoing.

2. Architectural and structural design for the buildings is ongoing.

3. Piping modifications to address DWC pipe trench removal in progress.

4. WaterLink feedback received on architectural treatments and site layout modifications.

5. Design of the chemical feed building is ongoing. Architectural preferences for the chem feed building received.

II. Scope Changes – Phase II (to date)

A. Design of Additional Architectural Treatments for WaterLink Meter Stations.

1. Fee: Pending (to be submitted to DWC for review/approval).

III. Financials

A. Total Phase II Contract: \$19,956,942

1. Fee Expended through February 28, 2025:

a) Total: \$14,748,774 (73.9%)

1) Basic Services: \$9,957,666 (49.9%)

2) Additional Services: \$4,791,108 (24.0%)

IV. Completed Workshops, Meetings and Visits (February – March)

A. Design Review Workshop with DWC and Burns & McDonnell – February 3, 2025

B. Project Standard Details Review Meeting – February 6, 2025

C. Easement Acquisition Workshop – February 13, 2025.

D. Oswego Coordination Meeting – February 14, 2024

E. Monthly Progress Meeting w/ DWC – February 20, 2025





MONTHLY STATUS REPORT

F. Oswego Development Meeting – US34 & Kendall Point Drive – March 10, 2025

V. Upcoming Tasks & Meetings

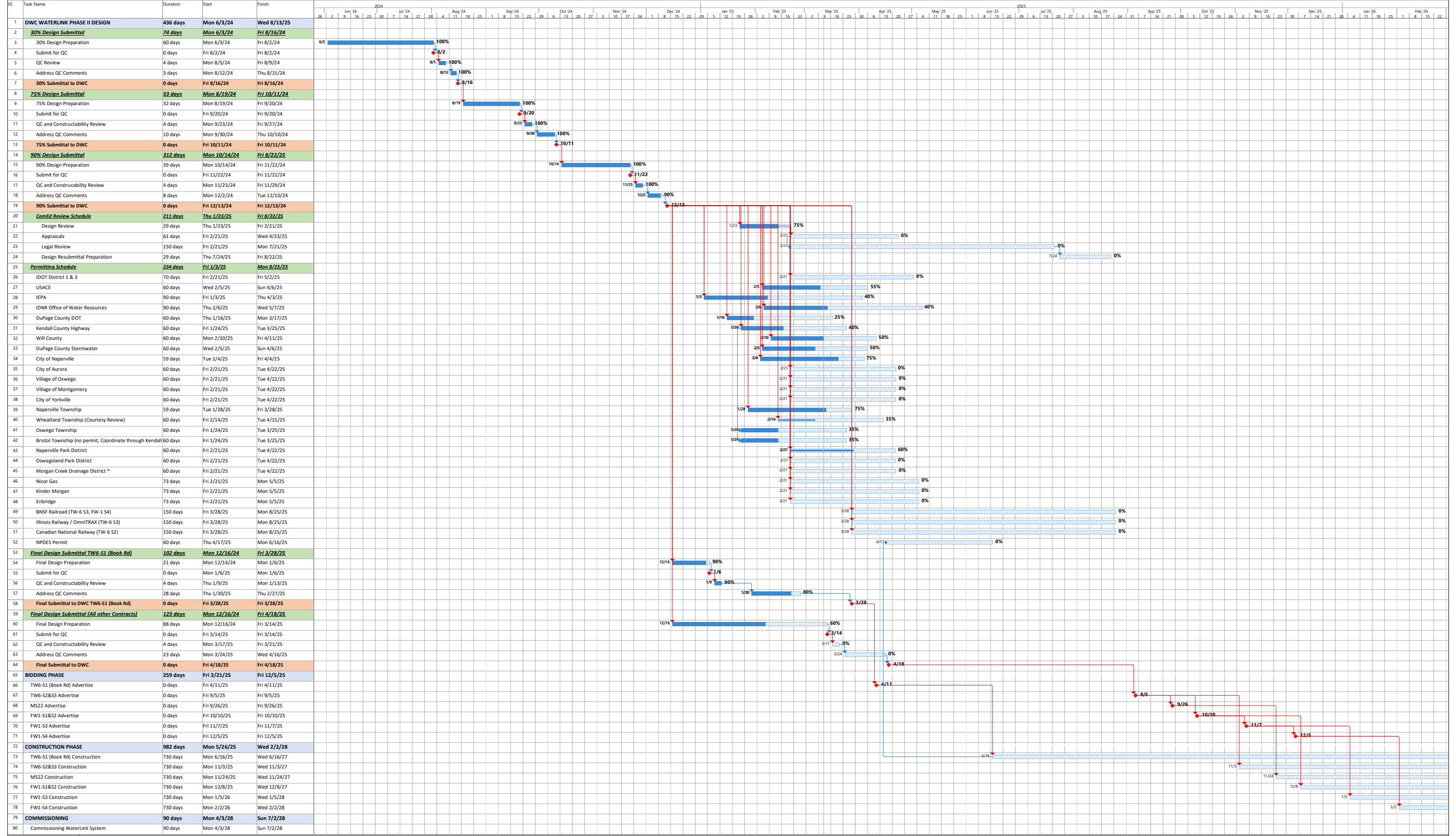
- A. ComEd Coordination Meetings – As Needed
- B. Phase II geotechnical field work - As Needed
- C. Permit submittals to various review agencies.
- D. Follow-up Oswego Development Meeting – March 13, 2025
- E. DuPage DOT meeting re: 75th/Book Rd – March 14, 2025
- F. Contractor Outreach Event – March 17, 2025
- G. Final Design Submittal for TW-6 Section 1 – March 28, 2025



Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
March 2025

Description	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Planned	Planned	Planned	Planned	Planned	Planned	Planned
	April 26, 2024	May 31, 2024	June 30, 2024	July 31, 2024	August 31, 2024	September 30, 2024	October 31, 2024	November 30, 2024	December 31, 2024	January 31, 2025	February 28, 2025	February 28, 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 992,826	\$ 999,176	\$ 1,118,039	\$ 1,116,725	\$ 745,163	\$ 497,678	\$ 512,225	\$ 512,225	\$ 387,033	\$ 387,033	\$ 387,033	\$ 250,384	\$ 125,192	
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,251	\$ 350,121	\$ 283,233	\$ 88,982	\$ 575,379	\$ 464,084	\$ 432,108	\$ 432,108	\$ 433,316	\$ 155,000	\$ 155,000	
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,612	\$ 1,149,047	\$ 1,556,290	\$ 1,466,846	\$ 1,028,396	\$ 586,660	\$ 1,087,603	\$ 976,309	\$ 819,141	\$ 819,141	\$ 820,349	\$ 405,384	\$ 280,192	
SUBTOTAL	\$6,314,947			\$5,351,974			\$8,290,021												
IGA ESCROW DEPOSITS	\$7,764,000			\$5,532,000			\$6,660,942												
TOTAL PHASE II CONTRACT																\$		19,956,942	

**DuPage Water Commission
WaterLink Extension
Phase II Design Schedule**



March 2025 Critical Task Task Progress
 Critical Progress Split Milestone



Resolution #: R-20-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/13/2025

Description: A Resolution Approving and Ratifying Work Authorization Orders Under Quick Response Contract QR-12/21 to Benchmark Construction Co. Inc.

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co. Inc., for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-12/21) and ending on June 30, 2025. Resolution No. R-20-25 would approve the following Work Authorization Order under the Quick Response contracts.

Work Authorization Order No. 031 to Benchmark Construction Co. Inc.

The Storm Water Detention Tank is designed to retain water in a controlled manner and prevent excessive volume of water entering an 18-inch storm system by way of an 18-inch outfall pipe. An 18-inch to 6-inch reducer is installed at the 18-inch outfall pipe inside the Storm Water Detention Tank. Staff recommends the installation of an 18-inch overflow pipe at 18-inch outfall to provide relief when the Storm Detention Tank is at risk of being overwhelmed with excessive inflows and volumes of water. Staff recently solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Benchmark Construction Co., Inc.	\$18,096.48
Rossi Contractors, Inc.	\$21,000.00
John Neri Construction Co., Inc.	\$24,500.00

The estimate of Benchmark Construction Co. Inc. was found to be in the best interest of the Commission. Approval of Resolution R-20-25 would approve Work Authorization Order Number 031 to Benchmark Construction Co. Inc. at a total cost of \$18,096.48.

Recommended Motion:

To adopt Resolution No. R-20-25.

RESOLUTION NO. R-20-25

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-12/21

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-12/21");

WHEREAS, Contract QR-1/21 is intended to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the scope for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are by this reference incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the work

Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-20-25.docx

EXHIBIT 1

Work Authorization Order No. 031
And Benchmark Construction Co. Proposal No. 222 22 22

WORK AUTHORIZATION ORDER

SHEET 1 OF 3

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.031

LOCATION:

DuPage Water Commission Pumping Station

CONTRACTOR:

Benchmark Construction Co. Inc.

DESCRIPTION OF WORK:

In accordance with Benchmark Contractor's proposal 222 22 22, works include installation of 18"x18"x18" TEE, 4'- 18" DIP riser, clamp bracing riser to the wall and 18-inch TEE bottom support.

REASON FOR WORK:

The modification work will allow the discharge of water from the Storm Water Detention Tank in case the amount of runoff exceeds the capacity of the Storm Water Detention Tank.

MINIMUM RESPONSE TIME:

N/A

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK:

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

See attached.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office:
3349 S. Kedzie Ave.
Chicago, IL 60623
(773) 247-0881

Suburban Office:
2260 Southwind Blvd.
Bartlett, IL 60103
(630) 497-1700 Office
(630) 497-1737 Fax

To: DuPage Water Commission
Work Duration Days Crew

Location: DWC Storm Water Tank Modification

Proposal # 222 22 22
Date: 2.4.25

Description of Work: Dismantle existing pipinhg, chip concrete reinstall pipeing with tee and vertical riser. Brace pipe and fittings, patch conc

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount	
Operator, Class I Juan Perez				59.00	0.00	0.00	
Operator, Class I John Siegel				59.00	0.00	0.00	
Operator, Class I Gene Kus				59.00	0.00	0.00	
Operator, Class I Jim Limbaugh				59.00	0.00	0.00	
Foreman, Laborer Marty Koppen	16.00	1.00		68.00	1,156.00	1,190.00	
Foreman, Laborer Brian Mitchell				68.00	0.00	0.00	
Driver, Matt Reed/Ken Reed				46.00	0.00	0.00	
Plumber,				112.00	0.00	0.00	
Topman Laborer, Rhett Einwich	16.00	1.00		51.00	867.00	892.50	
Topman Laborer, Juan Zavala	16.00	1.00		51.00	867.00	892.50	
Topman Laborer, Hector Hernandez				51.00	0.00	0.00	
Topman Laborer, Jose Hurtado				51.00	0.00	0.00	
Topman Laborer, Joe Doyle				51.00	0.00	0.00	
Topman Laborer, Joseph Galvan				51.00	0.00	0.00	
Subtotal, Labor	48.00	3.00	0.00		2,890.00	2,975.00	
Operators Union Benefits		0.00	hrs @	49.38		0.00	
Drivers Union Benefits		0.00	hrs @	29.07		0.00	
Laborers Union Benefits		51.00	hrs @	34.53		1,761.03	
Subtotal, Benefits		51.00				1,761.03	
Subtotal, Labor						4,736.03	
Plus 30% Markup						1,420.81	
Subtotal, Labor						6,156.84	
TOTAL LABOR							\$6,156.84

I hereby certify that the above statement is a copy of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs

Benchmark Construction Co., Inc.

(continued)



Bid Proposal for DWC Storm Water Det Tank

BENCHMARK CONSTRUCTION

Job Location: Elmhurst, IL
Bid Date: 01/31/2025 05:00 pm
Core & Main Bid #: 3993762

Core & Main
 3415 E. Ohio Avenue
 St. Charles, IL 60174
Phone: 6306651800
Fax: 6306651887

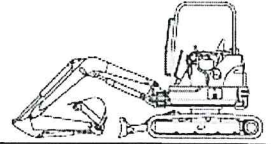
Seq#	Qty	Description	Units	Price	Ext Price
10	1	18 FLG TEE C110 PR IMP	EA	2,925.00	2,925.00
20		5-7 WORKING DAYS			
40	1	18 FLGXPE DI PIPE PR 10' PRIMED IMP	EA	4,695.00	4,695.00
50		2-3 WEEKS ARO			
70	3	18 FLG FF SEALTITE GASK STF18	EA	165.00	495.00
80	48	1-1/8X5 HEX HEAD BOLT ZINC	EA	N/C	N/C
90	48	1-1/8 HEAVY HEX NUT ZINC PLATED	EA	N/C	N/C
110		FLANGE PIPE & FITTING QUOTED			
120		CEMENT LINED, PRIME COATED			
130		GLOBALLY SOURCED			
				Sub Total	8,115.00
				Tax	0.00
				Total	8,115.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Rental Rate Blue Book®

February 3, 2025

Takeuchi TB108
 Crawler Mounted Compact Excavators

 Size Class:
 To 1.4 mt
 Weight:
 2033 lbs

Configuration for TB108

Horsepower	9.6 hp	Operating Weight	1.02 mt
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$1,265.00	USD \$355.00	USD \$89.00	USD \$13.00	USD \$6.69	USD \$13.88
Adjustments						
Region (Illinois: 100.6%)	USD \$7.59	USD \$2.13	USD \$0.53	USD \$0.08		
Model Year (2023: 99.94%)	(USD \$0.74)	(USD \$0.21)	(USD \$0.05)	(USD \$0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,271.85	USD \$356.92	USD \$89.48	USD \$13.07	USD \$6.69	USD \$13.92

Non-Active Use Rates

	Hourly
Standby Rate	USD \$4.53
Idling Rate	USD \$8.49

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26.96%	USD \$340.98/mo
Overhaul (ownership)	37.32%	USD \$472.11/mo
CFC (ownership)	17.62%	USD \$222.96/mo
Indirect (ownership)	18.1%	USD \$228.95/mo
Fuel (operating) @ USD 3.54	18.83%	USD \$1.26/hr

Revised Date: 1st quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (coreyh@bmk8.com)



Resolution #: R-21-25

Account: 01-60-663200 \$35,731.00

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/13/2025

Description: **A Resolution Authorizing the General Manager to Purchase Pipeline Cathodic Protection Rectifiers from Mesa Products at a Cost Not-to-Exceed \$35,731.00**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

Staff and the Commission's cathodic protection system consultant, R. Delas Casas, inspected existing cathodic protection systems of the Commission's water distribution system and identified nine (9) discrete locations with an impressed current cathodic protection system requiring repair and modification work. An impressed current cathodic protection system consists of a rectifier with an AC power supply and the anodic ground bed. Existing rectifiers at the identified locations were found to be underperforming, have surpassed their useful life, and no longer provide an adequate cathodic protection of these portions of the distribution system. Staff recommend purchasing replacement rectifiers for installation at the identified locations. DWC staff will perform the removal and replacement of the rectifiers.

In accordance with Commission Purchasing Procedures, staff solicited proposals from vendors and two competitive quotes were received which are listed below:

Mesa Products	\$35,731.00
Farwest Corrosion Control Company	\$37,936.00

Staff recommend approval of R-21-25 to procure rectifiers from Mesa Products in the amount not-to-exceed cost of \$35,731.00.

Recommended Motion:

To approve Resolution No. R-21-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-21-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE CUSTOM RECTIFIERS FROM
MESA PRODUCTS

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited a proposal to Furnish and Deliver Rectifiers; and

WHEREAS, the Commission desires to purchase Rectifiers; and

WHEREAS, two proposals were received; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that it is in the best interest of the Commission to authorize the General Manager to purchase rectifiers from MESA Products;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Rectifiers from MESA Products, for the price set forth in its Proposal, but not to exceed \$35,731.00.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-21-25docx



FARWEST CORROSION CONTROL COMPANY

Complete Cathodic Protection & Corrosion Control Solutions

Midwest Region

3148 S. 108th East Avenue, Tulsa, OK 74146

Tel: (918) 627-9333 Fax: (918) 627-9355

Toll Free: (888) 532-7937

FarwestCorrosion.com

Certified Minority Business Enterprise

PROPOSAL

Customer:	DUPAGE WATER	Date:	3/6/2025
Attention:	DAVE CHAPMAN	Quote No.:	25-7284-AR
Address:	ELMHURST, IL	Inquiry No.:	5
Phone:		Terms:	NET 30
Fax:		Pages:	1 OF 1
Email:	CHAPMAN@DPWC.ORG	Validity:	30 DAYS
Proj. Name:		Freight Cost:	SEE BELOW

F.O.B.:	TX	Est. Time to Ship:	8-9 WEEKS ARO
DOES NOT INCLUDE TRANSIT			

Quantity	Product Description	Unit Price	UOM	Total Price
9	Rectifier ASAI 60-30 ABCFMPRRWXZ ASAI = Air Cooled, Standard Rectifier, Manual link bar control, Silicon stack 60V 30A A = 115/230 VAC, 1 Phase, 60 Hertz input B = Set to run on 230 VAC C = AC & DC lightning arrestors F = Filter Choke M = DC breaker P = 6 Coarse and 6 Fine taps RR = GFCI 115 VAC Duplex outlet on the front panel W = Terminal Block for Remote Monitor, terminals to include DC Volts +/-, Amps +/-, 115 VAC X = Dead front safety panel Z = Guts ONLY, NO Case Type "B" racks, Approx. 150 pounds	\$4,004.00	EA	\$36,036.00
	ESTIMATED FREIGHT			\$1,900.00
CUSTOMER IS RESPONSIBLE FOR ALL INBOUND/OUTBOUND FREIGHT CHARGES				
PRICING DOES NOT INCLUDE TAX OR FREIGHT CHARGES				
	TOTAL			\$37,936.00

Quoted By: *Alan Robinson* Alan Robinson **Email Address:** ARobinson@FarwestCorrosion.com

Important Notes: 1. If purchase quantities change from quoted quantities, prices may need to be adjusted. 2. Applicable sales tax will apply unless a resale

or exemption certificate is provided. 3. The shipping date provided is an estimate and may be subject to change. 4. Freight charges are NOT included unless otherwise noted. 5. Net 30 day terms are provided with an existing account in good standing or upon our approval of required credit information from client.

Return Policy: All returned material requires written approval. Material can be returned within 60 days of purchase. Custom, made-to-order, special or unique items are not returnable. We will not accept returns for liquid epoxy coatings. Freight to return material is to be paid by the customer. Only items returned in original packaging and in resalable condition will be refunded. A minimum 25% Restocking Fee will be applied on all returned materials. Original outbound shipping charges will be deducted from the refund. Errors made by Farwest Corrosion will be completely refunded.



Client Information:		Quote Information:	
Customer:	DuPage Water Commission	Quote No:	20926 0220VT25
Attention:	Dave Chapman	Quote Date:	2/20/25
Phone:	630-651-9818	Reference:	Rectifier RFQ
Email:	chapman@dpwc.org		
Sales Rep Contact Information:		Terms and Availability:	
Sales Rep:	Vince Trevino	Payment Terms:	Net 30
Phone:	(918) 384-6113	Shipping Terms:	Bestway - PPD & ADD
Email:	vince.trevino@mesaproducts.com	FOB:	Shipping Point
Office:	Tulsa	Availability:	8 - 9 weeks ARO

Quantity	Unit	Description	Unit Price	Extended Price
9.00	Each	Universal Rectifier ASAI 60-30 ABCFMPRRWXZ ASAI = Air Cooled, Standard Rectifier, Manual link bar control, Silicon stack 60V / 30A A = 115/230 VAC, 1 Phase, 60 Hertz input B = Set to run on 230 VAC C = AC & DC lightning arrestors F = Filter Choke M = DC breaker P = 6 Coarse and 6 Fine taps RR = GFCI 115 VAC Duplex outlet on the front panel W = Terminal Block for Remote Monitor, terminals to include DC Volts +/-, Amps +/-, 115 VAC X = Dead front safety panel Z = Guts ONLY, NO Case Type "B" racks, Approx. 150 pounds	\$3,859.00	\$34,731.00
Subtotal:				\$34,731.00
Freight:				\$1,000.00
Total:				35,731.00

Comments:

The Above pricing in this quotation has been based on quantities listed above. Due to the extraordinary volatility of the raw market, MESA reserves the right to adjust the price accordingly.

Availability: Current stock is subject to prior sale.

Orders shall be reviewed for approval/acceptance at time of order.

Terms and Conditions:



Resolution #: R-22-25

Account: 01-60-771700

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/13/2025

Description: **A Resolution Approving the Purchase and Installation of Additional Access Controls.**

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

Commission staff met with the Elmhurst Fire Department to perform the annual campus walk-through with the Elmhurst Fire Marshal. During the walk-through, the Fire Marshal recommended adding access controls to several doors currently only accessible by the electronic key system. Following the recommendation, Commission staff requested the furnishing and installation of access control systems to six (6) additional doors throughout the Commission campus. In anticipation of this proposal, this work was budgeted for under the CIP account 01-60-771700.

The purchase, installation, and system configuration request were made through Schneider Electric, the Commission's physical security support and maintenance contractor. Inspecting the six (6) door locations with Schneider Electric staff, the pathways, conduit, and wiring necessary to connect to the existing access control system as well as the materials required was determined. The proposal for access controls for the six (6) doors comes to \$66,216.00.

Commission staff request authorization to purchase the hardware and utilize the professional services of Schneider Electric for the addition of access controls to six (6) doors throughout the Commission campus.

Recommended Motion: To approve Resolution No. R-22-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-22-25

A RESOLUTION
APPROVING THE PURCHASE AND INSTALLATION OF
ADDITIONAL ACCESS CONTROLS

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the DuPage Water Commission received a price quotation from Schneider Electric, dated February 11, 2025, in the amount of \$66,216.00 for the purchase, installation, and configuration of Access Controls for six (6) doors, including ancillary equipment, conduit, cabling and support as requested by Commission staff; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to accept the price quotation offered by the Sole Source provider, Schneider Electric, to purchase, install, and configure Access Controls for six (6) doors as requested by Commission staff;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission as if fully set forth.

SECTION TWO: The price quotation of Schneider Electric, dated as of February 11, 2025, for the purchase, installation, and configuration of Access Controls for six (6) doors as requested by Commission staff shall be and hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission in the amount of \$66,216.00 necessary to effect the purchase of said hardware is hereby approved without further act.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-22-25.docx

EXHIBIT 1

February 11th, 2025

DuPage Water Commission
600 Butterfield Rd,
Elmhurst, IL 60126

Proposal # DEB-25-018

RE: Install Qty (6) Access Expert Access Control Door Adds

Dear Denis,

Thank you for allowing Schneider Electric (SE) the opportunity to present this proposal for your security concerns. I respectfully submit the following for your review.

Objective:

Install Qty (6) Access Control Doors. Connecting to the new Access Expert System. Including installation of Conduit and Electronic Strikes.

SCHEDULE OF EQUIPMENT

Qty (6): HID SEOS Card Readers

Qty (2): AX-MR-52 2-Door Reader Interface Modules

Qty (6): REX, Door Contacts and Trim Plates

Qty (6): Access Expert Door Licenses.

Back Lot Electrical Door:

Labor to remove the existing passage mortise set and drill the door for a cylinder. Install an electrified mortise body and temporary cylinder. Reinstall the lever trim. Run wire through the door and install a power transfer hinge.

Qty (1) Schlage L9090EU-613 electrified lock body and scalp

Qty (1) Ilco 1-1/8-10B mortise cylinder with collar

Qty (1) Hager 10B power transfer hinge

Door 11:

Labor to remove the existing mortise lock. Run wire up the door, across the top and down to the middle hinge. Install a fail secure electrified lock body, scalp and power transfer hinge. Reinstall the existing lever trim and cylinder.

Qty (1) Schlage L9090EU-612 fail secure electrified lock body and scalp

Qty (1) Hager 10B power transfer hinge

Door 121:

Labor to remove the existing mortise lock. Run wire up the door, across the top and down to the middle hinge. Install a fail secure electrified lock body, scalp and power transfer hinge. Reinstall the existing lever trim and cylinder.

Qty (1) Schlage L9090EU-612 fail secure electrified lock body and scalp

Qty (1) Hager 10B power transfer hinge

Door 3:

Labor to modify the door frame and install an electric strike. Install a latch protector.

Qty (1) HES 1600C 613E electric strike

Qty (1) Don-Jo ULP-211-DU latch protector

Day Tank Single Door:

Labor to remove the existing electric strike. Modify the frame and install a new electric strike.

Qty (1) HES 9600-630 electric strike

Day Tank Single Door:

No Work Needed

Conduit:

Provide and install conduits and junction boxes for the Card Readers, Request to Exits, and Surface Mounted Dood Contacts.

Doors 2 and 4 will utilize the existing home run conduits to the Card Access Panels. It is assumed that adequate space is available. If new conduits are required, additional charges will be incurred.

Provide and install new conduit home runs for Doors 1, 3, and 5 to the existing Card Access Panels

NOTE: The 6 Added AX Door licenses will put your License count at 67.

Schneider Electric will provide labor for the following:

- All Device cabling and Conduit to be supplied and installed by Homestead Electric. Schneider Electric will carry Homestead Electric as their subcontractor.
- Electronic Locks will be supplied and installed by Suburban Lock. Schneider Electric will carry Suburban Lock as their subcontractor.
- Trim / Terminate all devices.
- Software Setup and Support
- Testing / Commissioning
- Project Management & Coordination

Project Cost:

\$ 66,216.00*

Clarifications:

1. The pricing quote is per Schneider Electric scope/clarifications herein. Price(s) cover only materials and services herein based on our interpretation of requirements.
2. Schneider provides our own in-house Union Electricians; additional costs will apply if any special site conditions agreements prevail.
3. All work has been priced for work being completed at the same time during one continuous mobilization.
4. Schneider Electric has not factored in any phasing per breakout price, Schneider Electric assumes to be able to complete the project in one phase. Any remobilization costs due to phasing per breakout price, may be subject to additional fees.
5. One-year labor and part warranty on new equipment and labor.
6. Any adds, moves, changes or additions will be provided at additional cost.
7. All Labor has been bid at straight time, first shift work Monday – Friday 7:00 am – 3:30pm.
8. Excluded any cost related for installation for any fire drop. Which is connectivity from the fire panel to Schneider Electrics Access Control System.

Exclusions & Exceptions:

1. Schneider is unaware of any required permits or inspections normally required for work of this type and have not included any costs in our proposal. Should any Authority having Jurisdiction (AHJ) come forward and require any item that has cost; it shall be added to the project value as a change order.
2. Schneider Electric has no MBE/WEBE participation in this proposal.
3. All patch, paint, or repair to restore surfaces from previous system installations.
4. Replacement of faulty or damaged existing equipment is not included.
5. Permits are not included in this proposal.
6. Premium time.
7. All 120-volt AC power supplied by others.

* Taxes – The prices quoted herein does not include Federal, State, County, City, Sales, Use, Excise, Import, Export, or other similar taxes.

Pricing terms set forth in this proposal shall remain firm only for a period of 30 days.

This quote or proposal is submitted subject to and conditioned upon the terms and conditions being subsequently agreed to between the parties.

If you have any questions, please call me at (630)205-4818.

Sincerely,

Don Bachman

Don Bachman

Service Sales Representative

Schneider Electric Buildings Business

Don.bachman1@se.com

TERMS AND CONDITIONS OF SALE

900512PITC R07/15/21

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Company") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Customer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Company. The parties agree to be bound by the following terms and conditions.

- 1. Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- 2. Payment.** Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Customer does not pay Company, through no fault of Company, within seven (7) days from the time payment was due, Company may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Customer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Company may terminate this contract for material breach and all monies due Company for services performed and materials delivered shall be paid upon demand. Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Customer's request, Company will furnish lien waivers as the work progresses.

Company reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Customer's obligation. In event of payment default, Company may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Company's security interest in the goods. At Company's request, Customer will execute any necessary instrument to perfect Company's security interest.
- 3. Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
- 4. Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claim or back charge where Company has not been notified in the manner as set forth above.
- 5. Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.
- 6. Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of

installation; if thereafter, pending installation or completion of installation or full performance by

Company, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Company, Customer agrees to promptly pay or reimburse Company an amount equal to the damage or loss which Company incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays.** Customer shall prepare all work areas so as to be acceptable for Company's work required hereunder. Customer acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as Company so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Customer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Customer to control, then Customer agrees that it will be liable to Company for all increased costs and damages which Company incurs as a result thereof. Furthermore, if Company is delayed at any time in the progress of the work by any act or neglect of Customer, or by any separate contractor employed by Customer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Company's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or as may be required by law. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Company shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Company may have under construction mechanic or materialmen lien laws. Company shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the jurisdiction in which the project and services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.
13. **Clean Up.** Company agrees to keep the job site clean of debris arising out of its operations. Customer shall not back charge Company for any costs or expenses for clean up or otherwise without prior written notice and Company's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

15. **Disclaimer.** Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer

acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Company's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Company (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Company's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Company to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

16. **Ethics and Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

17. Cybersecurity.

17.1. **Customer's Obligations for Its Systems:** Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.

17.2. Without limiting the foregoing, Customer shall at a minimum:

- (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of Company's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Company from time to time, and then-current industry standards.

17.3. **Customer's Use of the Products, Software, and Services:** Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.

17.4. **Identification of Cyber Threats:** If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify Company of such vulnerability or other Cyber Threat(s) via the Company's Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Company with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Company shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Company shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Company that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Company described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

18. Import and Export.

18.1. The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these Terms and

Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

18.2. Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

18.3. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Company from fulfilling any order, or would in Company's judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.



Resolution #: R-24-25

Account: 01-60-628000

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/10/2025

Description: **A Resolution approving and ratifying an engineering contract with Haeger Engineering**

Agenda Section: Engineering & Construction

Originating Department: Administration

DWC has identified existing real estate holdings may present opportunities for the Commission. In particular, DWC owns a 37-acre parcel in Woodridge for which less than 5 acres are occupied by the Commission; the remainder is vacant wooded land. It has been determined that the vacant portions of the property will not be utilized for infrastructure purposes in the future, therefore DWC has determined that it was advisable to evaluate the development potential for the vacant portion of the site.

In 2024, DWC contacted Haeger Engineering to evaluate the site for potential development prospects and to generate conceptual site plans; this evaluation revealed that the vacant DWC property on 75th Street would be a desirable development site. At the January Board of Commissioners meeting, Resolution R-45-24 was approved which prescribes the method for disposition of DWC surplus real property, including preparation of plats of survey.

Following the January meeting, Haeger Engineering was engaged to provide the necessary survey work and prepare the plats of survey and legal descriptions to support the prospective sale of the property. The work has now been completed for \$9,835, which is within the General Manager's purchasing authority; nonetheless, ratification of this work is now presented as a formality.

Recommended Motion:

To approve Resolution R-24-25, ratifying an Engineering Contract with Haeger Engineering.

RESOLUTION NO. R-24-25

**A RESOLUTION APPROVING AND RATIFYING
A PROFESSIONAL SERVICES CONTRACT WITH
HAEGER ENGINEERING**

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission currently owns a 37-acre parcel in Woodridge and utilizes only a portion of the site for infrastructure purposes; and

WHEREAS, the Commission has determined that the vacant portion of the site is will not be utilized for future infrastructure purposes, but may have market value as a potential development site; and

WHEREAS, it is necessary to contract with a professional engineering firm to perform a survey of the property and prepare plats of survey and legal descriptions in accordance with the procedures prescribed by Resolution R-45-24; and

WHEREAS, the Commission has engaged Haeger Engineering to perform this work, which has been completed in the amount of \$9,835.00;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Engineering contract with Haeger Engineering shall be and hereby is approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined it is in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required and shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

EXHIBIT 1

DuPage Water Commission
 Paul May
 600 E. Butterfield Rd.
 Elmhurst, IL 60126-4642

 Invoice number 94466
 Date 03/10/2025

 Project **24091 75th Street Parcel, Naperville | DuPage County Water Commission**

Invoice for Professional Services provided through -03/08/2025

Project Manager: Len Kleinjan

75th Street Parcel, Naperville | DuPage County Water Commission
 Civil Engineering and Land Surveying Services for this project, in accordance with our signed Engagement Letter, and subsequent email approval for the plat of survey. The single plat of survey was subsequently requested to also include another sale parcel plat of survey.
 Email invoices to: may@dpwc.org

RETAINED PARCEL - PLAT OF SURVEY

Plat of Survey for the 4.5 Acre Retained Water Tower Parcel. We provided an estimated fee of \$8,000 for this work when just this parcel needed a survey. The scope of work was subsequently increased to include the 32.5 acre sale parcel as a separate survey. See below. There were economies in doing both surveys at the same time and the costs are split for the two surveys. We provided you with a legal description for the retained 4.5 acre parcel on 1/30/25 and then completed the plat of survey and issued it to you on 3/03/25.

Professional Hourly Fees

	Hours	Rate	Billed Amount
Survey Crew Technician	8.00	70.00	560.00
Land Surveyor 3	3.25	110.00	357.50
Survey Crew One Man	8.00	130.00	1,040.00
Survey Crew Chief	8.00	110.00	880.00
Principal 4	1.75	190.00	332.50
Professional Land Surveyor 2	3.00	130.00	390.00
Professional Land Surveyor 4	1.75	150.00	262.50
Technician 4	1.00	100.00	100.00
Phase subtotal			3,922.50

SALE PARCEL - PLAT OF SURVEY

Plat of Survey for the 32.5 Acre Sale Parcel. We initially provided an estimated fee of \$8,000 to survey the 4.5 acre retained water tower parcel but the scope was subsequently increased to include the 32.5 acre sale parcel as a separate survey. We provided you with a legal description for the 32.5 acre sale parcel on 1/30/25 and then completed the plat of survey and issued it to you on 3/03/25.

Professional Hourly Fees

	Hours	Rate	Billed Amount
Survey Crew Technician	13.50	70.00	945.00
Land Surveyor 3	7.75	110.00	852.50
Survey Crew One Man	8.00	130.00	1,040.00
Survey Crew Chief	13.50	110.00	1,485.00
Principal 4	1.50	190.00	285.00
Professional Land Surveyor 2	7.25	130.00	942.50
Professional Land Surveyor 4	1.75	150.00	262.50
Technician 4	1.00	100.00	100.00
Phase subtotal			5,912.50
Invoice total			9,835.00

INVOICE SUMMARY

Description	Total Billed	Prior Billed	Current Billed
DUE DILIGENCE TASKS	1,717.50	1,717.50	0.00
CONCEPT SITE PLAN	6,335.00	6,335.00	0.00
RETAINED PARCEL - PLAT OF SURVEY	3,922.50	0.00	3,922.50
SALE PARCEL - PLAT OF SURVEY	5,912.50	0.00	5,912.50
REIMBURSABLE EXPENSES	0.00	0.00	0.00
Total	17,887.50	8,052.50	9,835.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
94466	03/10/2025	9,835.00	9,835.00				
	Total	9,835.00	9,835.00	0.00	0.00	0.00	0.00

- All invoices are due within 30 days of the invoice date -
 Online credit card payments with a 2% fee can be made at www.haegerengineering.com